

DENTAL ACCESS PROGRAMME

PERSONAL DENTAL SERVICES PLUS AGREEMENT

USER GUIDE

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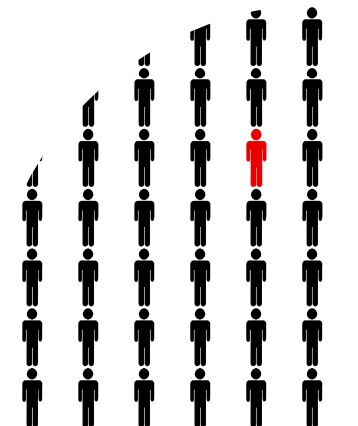


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DENTAL ACCESS PROGRAMME

PERSONAL DENTAL SERVICES PLUS AGREEMENT – USER GUIDE

1. BACKGROUND

- 1.1 The purpose of this User Guide to the Personal Dental Services Plus Agreement (the "Agreement") is to help you understand and construct the Agreement. PCT leads for Dental Access procurements should familiarise themselves with the terms of the Agreement and the contents of this User Guide.
- 1.2 This User Guide is intended to:
 - 1.2.1 provide you with guidance about how you can adapt the Agreement by determining which of the terms of the Agreement, including the schedules, may or may not apply according to your requirements;
 - 1.2.2 ensure consistency across the Dental Access Programme and establish standardised robust commercial terms;
 - 1.2.3 assist you to make commercial decisions to achieve affordability, quality and value for money; and
 - 1.2.4 generally assist you by providing an explanation of the clauses and schedules of the Agreement.
- 1.3 This User Guide is intended as general guidance and should always be considered with reference to your specific requirements.
- 1.4 Definitions used in this User Guide are those used in the Agreement.

2. STRUCTURE OF THE AGREEMENT

- 2.1 The guidance notes on the terms of the Agreement are colour coded to assist you in identifying which terms are mandatory and which terms are non-mandatory.
- 2.2 The Agreement contains three types of provisions (identified by the colours below):
 - 2.2.1 those which are mandatory and therefore must be included and cannot be varied. These provisions include in particular those which must be included in order for the Agreement to comply with the National Health Service (Personal Dental Services Agreements) Regulations 2005 (the "Regulations");
 - 2.2.2 those which are strongly recommended and in some cases must be completed for the Agreement to operate; and

2.2.3 those which are entirely optional, variable and should be specific to your particular requirements.

2.3 Where you decide not to use a schedule or a particular clause, you should leave the schedule or clause heading in place (where appropriate) and insert the words "NOT USED" underneath the heading/against the relevant clause number. This will preserve the cross-referencing in the Agreement.

3. CLAUSE BY CLAUSE GUIDANCE AND RISK ALLOCATION MATRIX

Mandatory and non-variable

Strongly recommended

Non-mandatory, optional and variable

Status	Clause/ Schedule No	Clause/ Schedule	Guidance
	Conditions Precedent Agreement	-	<p>The Conditions Precedent Agreement (the "CP Agreement") is available for use by PCTs where there are conditions which must be complied with by either or both parties prior to entering into the PDS Plus Agreement (known as "conditions precedent"). The types of conditions precedent which may be specified in the CP Agreement could include, for example, the completion of lease arrangements for the Practice Premises, or the satisfactory completion of an inspection of the Practice Premises by the PCT's Dental Adviser. Some further examples of conditions precedent are included in the CP Agreement.</p> <p>Under the CP Agreement the PDS Plus Agreement will not come into force until the conditions precedent have been satisfied or waived as confirmed by the PCT in writing. The CP Agreement also provides that the PDS Plus Agreement annexed to the CP Agreement will not take effect if the conditions precedent are not fulfilled to the satisfaction of the PCT within 60 days of signature of the CP Agreement. This timescale can be amended by the PCT if a shorter or longer timescale is considered appropriate.</p> <p>Any steps (conditions precedent) which must be complied with before the annexed PDS Plus Agreement can come into force should be inserted into Clause 2.2 of the CP Agreement as sub-clauses. No special form of words are needed to create a condition precedent. However, each condition should be clear in specifying what is required to fulfil the condition and who is responsible for satisfying the condition. The conditions precedent</p>

Status	Clause/ Schedule No	Clause/ Schedule	Guidance
			which are for completion by the Contractor must be within the control of, and capable of achievement by, the Contractor.
	PDS Plus Agreement		
	Cover Page	-	<p>Insert the name of your PCT prior to issuing the Agreement with the ITT.</p> <p>Insert the name of the Contractor once they are appointed. The date should be inserted once the Agreement has been signed by both the PCT and the Contractor.</p>
	Contents	-	The table of contents should be updated once the Agreement has been finalised immediately prior to contract signature of the Agreement.
	1	Definitions and Interpretation	Clause 1 is non-mandatory but should be included in order for the Agreement to work. It is strongly recommended that no amendments are made to this section of the Agreement without taking legal advice.
	2	Status of Agreement	<p>Clause 2.1 must be amended to reflect the particular circumstances as to whether the Contractor is a Health Service Body for the purposes of the NHS Act 2006.</p> <p>If the Contractor is a Health Service Body the Agreement will be a NHS Contract for the purposes of section 9 of the NHS Act 2006 and will not be legally enforceable in the courts. If the Contractor is not a Health Service Body, the Agreement will be legally enforceable in the courts.</p> <p>Clauses 2.3 and 2.4 should be removed and marked "Not Used", unless the Contractor is the Provider Arm of the PCT.</p> <p>Clause 2.5 should be removed and marked "Not Used", unless the Contractor is a number of individuals.</p>

Status	Clause/ Schedule No	Clause/ Schedule	Guidance
	3	Commencement and Duration	<p>Clause 3 specifies the start date of the Agreement. There are no provisions in this Agreement setting out "conditions precedent", which must be met by the Contractor before the Agreement will come into force. If the PCT wishes to include conditions precedent, for example, if there is to be a mobilisation period during which the Contractor will complete various tasks to prepare for delivery of the Services (such as, carrying out works to premises or recruiting staff), the template "Conditions Precedent Agreement" can be used. This template Agreement is available to PCTs from the Dental Access website (see page 4 of this Guide for further information).</p> <p>PCTs will need to insert the desired term of the Agreement by amending the definition of "Expiry Date" in Schedule 1. A term of 5 to 10 years is recommended. The number of years of any extension should be inserted at Clause 3.2. The PCT must also complete the definition of "Commencement Date" in Schedule 1.</p> <p>The duration and any extension period <u>must</u> tie in with the tender documentation. The PCT will be open to legal challenge where it extends the duration of the Agreement from that which was set out in the tender documentation, (including by way of an extension).</p>
	4	Warranties	<p>Clause 4 sets out various warranties which the Contractor must give, for example in relation to the Contractor's eligibility to enter into the Agreement. The Contractor bears the risk of satisfying the warranties in Clause 4.</p> <p>The words in square brackets in Clause 4.1(d) will need to be included if the Contractor is a qualifying body.</p>
	5	Services and Attendance on Patients	<p>Clause 5 imposes obligations on the Contractor in relation to the performance of the Services, including compliance with the KPIs, relevant guidance and quality standards.</p> <p>Clause 5.2 should be amended as appropriate, depending upon whether orthodontic services are to be provided under the Agreement.</p> <p>Clause 5.5(c) places obligations on the Contractor to ensure that agreements entered into with third parties in relation to the services can be assigned to the PCT on termination or expiry of the Agreement (to provide continuity of service). This provision should be reviewed carefully and amended or removed to ensure it</p>

Status	Clause/ Schedule No	Clause/ Schedule	Guidance
			reflects the local circumstances. Please refer to the Premises Guide for further information.
	6	Quality Standards	<p>The Contractor is obliged to meet various standards in relation to the provision of the Services including those set out in Schedule 2 (Service Requirements).</p> <p>Clauses 6.1 and 6.2 are mandatory and must not be amended as they reflect provisions in the Regulations.</p>
	7	Level of Skill	This mandatory Clause obliges the Contractor to perform its obligations in a timely manner and with reasonable care and skill.
	8	Premises	<p>Clause 8 deals with the Practice Premises from which the Services will be delivered. Elements of Clause 8 are mandatory to the extent that they require the Contractor to ensure that the premises are suitable for the delivery of the Services and sufficient to meet the needs of its patients. These provisions reflect the Regulations.</p> <p>The non-mandatory elements relate to the parties entering into the premises documents and complying with their respective obligations in Schedule 6 (Premises and Equipment) and Schedule 9 (Insurance).</p> <p>The Contractor may have adopted its own premises solution (which may be existing or new premises) or the PCT may have mandated or made available premises from which the Contractor shall provide the Services. Clause 8.1 will need to be amended according to the local solution and Clause 8 as a whole will need to be reviewed to ensure it reflects the requirements of the local scheme. For example, Clauses 8.1, 8.4 and 8.8 to 8.11 are only required where the PCT owns or has a lease of the Practice Premises which it then lets or sub-lets to the Contractor.</p> <p>If the PCT does not mandate a particular premises solution at the outset of the procurement, the premises solution proposed by the preferred bidder and accepted by the PCT should be reflected in Clause 8. The Premises Guide provides further information on the amendments which may be required. It is strongly</p>

Status	Clause/ Schedule No	Clause/ Schedule	Guidance
			<p>recommended that you obtain legal advice on the property solution(s) as early in the procurement process as possible to ensure that there is enough time for the formal property requirements (including searches and any landlords consent where applicable) to be obtained in a timely manner.</p> <p>Schedule 6 must detail the specific property and equipment arrangements.</p>
	9	Telephone Services	<p>Clause 9 is mandatory and should not be varied.</p> <p>Any contract or arrangement for telephone services must not charge premium rates to callers who contact the Practice in relation to the Agreement or Services under it.</p>
	10	Clinical Reports & Co-Operation	<p>Clause 10 imposes obligations on the Contractor relating to clinical reporting and co-operation with other providers of clinical services. The PCT must also use reasonable endeavours to assist the Contractor to co-operate with clinicians treating patients in the interests of providing an integrated patient pathway.</p>
	11	Not Used	
	12	Infection Control	<p>Clause 12.1 is mandatory to the extent that the Contractor must have in place appropriate arrangements for infection control and decontamination.</p> <p>The non-mandatory elements of Clause 12.1 require the Contractor to comply with various guidance in relation to infection control and decontamination.</p>
	13	Persons who shall Perform the Services	<p>Clause 13 sets out mandatory requirements on the Contractor in relation to the qualification and experience of dental practitioners and Dental Health Professionals performing Services under the Agreement. This Clause reflects the requirements of the Regulations and must not be varied.</p>

Status	Clause/ Schedule No	Clause/ Schedule	Guidance
	14	Training	This mandatory Clause reflects the Regulations.
	15	Not Used	
	16	Not Used	
	17	Signing of Documents	Clause 17 reflects the requirements of the Regulations and places certain obligations on the Contractor as to the signing of Prescription Forms, etc.
	18	Appraisal and Assessment	Clause 18.1 is mandatory and relates to the imposition of appropriate appraisal and assessment systems for dental practitioners.
	19	Sub-Contracting	Clause 19 is non mandatory but is strongly recommended to be included as it provides an element of control for the PCT in terms of sub-contracting by the Contractor of non-clinical matters. It provides for details of approved sub-contractors of non-clinical matters to be inserted in Schedule 16 and any sub-contracting outside of this (except sub-contracting of clinical matters which is dealt with separately under Clause 19A) requires the prior written consent of the PCT.
	19A	Sub-Contracting of Clinical Matters	<p>Clause 19A is mandatory and reflects the provisions of the Regulations.</p> <p>The Contractor is required to take certain steps before sub-contracting its obligations in relation to clinical services to a sub-contractor and provide certain information to the PCT before doing so. Sub-contractors in this case are likely to be individual dental practitioners.</p> <p>The PCT may consider adding the details of these sub-contractors to Schedule 16 for clarity.</p>
	20	Prescribing	Clauses 20.1 to 20.4 are mandatory and must not be varied as they reflect the requirements of the Regulations.

Status	Clause/ Schedule No	Clause/ Schedule	Guidance
			Clauses 20.5 and 20.6 are not mandatory but it is recommended that they are included.
	21	Not Used	
	22	Not Used	
	23	Not Used	
	24	Not Used	
	25	Not Used	
	26	Excessive Prescribing	This mandatory Clause prohibits the prescribing of drugs, medicines or appliances whose cost or quantity is in excess of that which is reasonably necessary for the proper treatment of the Patient. This reflects the requirements of the Regulations.
	27	Not Used	
	28	Patients	This Clause places an obligation on the Contractor to provide Services to the persons identified in Schedule 2 (Service Requirements).
	29	Patient Records	This mandatory Clause reflects the requirements of the Regulations and places obligations on the Contractor in relation to Patient Records.
	30	Confidentiality of Personal Data	<p>Clause 30.1 is mandatory and must not be varied.</p> <p>Clauses 30.2 and 30.3 are non mandatory however it is strongly recommended that they are included in the Agreement as they place obligations on the Contractor to comply with Data Protection Legislation, the BDA</p>

Status	Clause/ Schedule No	Clause/ Schedule	Guidance
			Good Practice Scheme.
	31	Provision of Patient Information and Practice Leaflet	This mandatory Clause reflects the Regulations and sets out the Contractor's obligations in respect of provision of information to the PCT, information which must be displayed at the Practice Premises and the obligation to compile a Patient Information Leaflet (and comply with Schedule 12 (Patient Information Leaflet) in doing so).
	32	Not Used	
	33	Inquiries about Prescriptions and Referrals	This reflects the Regulations and with the exception of Clause 33.4 (which is recommended) this Clause is mandatory.
	34	Fees, Charges and Financial Interests of the Contractor	This mandatory Clause relates to the Contractor disregarding its own financial interests in making decisions relating to referrals or prescriptions.
	34A	Evidence of Exemption under the Act	Clause 34A is mandatory and reflects the requirements of the Regulations.
	35	Notification of a Course of Treatment and Orthodontic Course of	This mandatory Clause reflects the provisions of the Regulations. It requires the Contractor to submit certain forms in relation to the completion of Courses of Treatment and sets out the information to be included.

Status	Clause/ Schedule No	Clause/ Schedule	Guidance
		Treatment	
	36	Annual Report and Review	The PCT must provide the Contractor with an annual report and must then arrange an annual review with the Contractor and produce a final written record of the annual review. This Clause reflects the Regulations and must not be varied.
	37	Notifications to the PCT	<p>The Contractor must notify the PCT on the occurrence of certain events (e.g. any serious incident likely to affect the Contractor's performance).</p> <p>Clauses 37.1(c) to (j) are non-mandatory but are recommended. Clause 37.1(g) should be included if the Practice Premises are PCT owned or leased.</p>
	38	Notification of Deaths	This Clause specifies the timescales and details the Contractor must give the PCT in any report in relation to patient deaths.
	38A	Notifications to Patients following a variation of the Agreement	This Clause reflects the requirements of the Regulations.
	39	Entry and Inspection by the PCT	The mandatory requirements relate to the conditions that must be met before the PCT is permitted to enter and inspect the Practice Premises. The non-mandatory requirement in Clause 39.4 relates to the PCT's right to conduct an audit of the Contractor's operations and facilities but it is strongly recommended that it is included.
	40	Entry and Inspection by Local Involvement Network	This Clause is required by the Regulations.

Status	Clause/ Schedule No	Clause/ Schedule	Guidance
		Representatives	
	41	Entry and Inspection by the Care Quality Commission	This mandatory Clause requires the Contractor to allow persons authorised by the Care Quality Commission to enter and inspect the Practice Premises.
	42	Counter Fraud and Security Management	This Clause requires the Contractor to give access to the NHS Counter Fraud and Security Management Service to the Practice Premises and any records relevant to the detection and investigation of fraud and corruption. It also requires the Contractor to put in place security arrangements and to inform the PCT promptly if it becomes aware of any suspected fraud or corruption involving Patients or public funds.
	43	Not Used	
	44	Payment under this Agreement	The PCT is required to pay Charges to the Contractor in accordance with Schedule 3 (Payment Mechanism) and, any other conditions relating to payment contained in directions from the Secretary of State.
	45	Not Used	
	46	Clinical Leadership and Governance	<p>The mandatory requirement requires the nomination of a person who performs or manages services under the Agreement with responsibility for clinical governance. There are also obligations on the Contractor to appoint the leadership roles, as set out in Clause 46.3.</p> <p>The documents refer to a system of clinical leadership with 3 levels – there is no requirement that these roles are carried out by separate individuals.</p>
	47	Indemnity and Limitation of Liability	Liability for death or personal injury caused by negligence or fraudulent misrepresentation cannot be limited or excluded by either party as a matter of law.

Status	Clause/ Schedule No	Clause/ Schedule	Guidance
			<p>Save for the Contractor's liability under certain indemnities, which is unlimited (see below), the total annual aggregate liability of each party is limited to twice the Charges for that Agreement Year (plus in the case of the Contractor the amount of cover provided by the Contractor's insurance in respect of the relevant claim). This limit can be amended by the PCT if it deems it appropriate (for example, by setting a fixed value limit).</p> <p>The Contractor indemnifies the PCT against all claims, damages and expenses resulting from third party IPR infringement claims, employment related claims and all costs incurred by the PCT in resolving any Patient complaints directly arising from the Services. Some of those indemnities will not apply where the particular liability arises through the fault of the PCT.</p> <p>The PCT who excludes its liability to the Contractor for any loss of profit (whether direct or otherwise) and for any indirect, special or consequential loss or damage howsoever caused.</p>
	48	Insurance	<p>It is a requirement of the Regulations that the Contractor holds adequate insurance against liability arising from clinical negligence and adequate public liability insurance. Schedule 9 (Insurance Requirements) sets out the insurances required for this Agreement. Clause 48.4(a) also reflects the Regulations in that clinical matters may not be sub-contracted unless the Contractor is satisfied that the particular sub-contractor holds adequate insurance.</p> <p>Although Clause 48 does not consist wholly of mandatory requirements, it is strongly recommended that it is adopted in full. Further explanation of the provisions is provided under the Dental Access Insurance Guidance.</p> <p>Clause 48 provides protection for the PCT, for example in the event that the Contractor's insurance is insufficient to cover a claim made against the Contractor by a third party.</p> <p>Clause 48.5 may be removed and marked "Not Used" if the Agreement does not include any training activities.</p>
	49	Complaints	<p>This Clause reflects the requirements of the Regulations. The non-mandatory element at Clause 49.2 requires the Contractor to inform the PCT of the number of complaints it receives, at intervals as required by the PCT.</p>

Status	Clause/ Schedule No	Clause/ Schedule	Guidance
	50	Co-operation with Investigations	This mandatory Clause reflects the requirements of the Regulations and requires the Contractor to co-operate with investigations undertaken by an NHS Body or a Local Authority in relation to a Patient or former Patient.
	51	Variation of the Agreement	This Clause requires the Contractor and the PCT to comply with the provisions of Schedule 8 (Change Control) when seeking to vary the Agreement in any way.
	52	Termination by Agreement	The parties may terminate the Agreement by mutual agreement and agree the date on which termination will take effect.
	53	Termination by the Contractor	The Contractor may terminate the Agreement by serving notice on the PCT at any time. The date of termination will be 3 months after the date of service of the notice.
	53A	Late Payment Notices	<p>The Contractor may serve a Late Payment Notice on the PCT in the event that the PCT fails to make payments due to the Contractor under the Agreement. If the PCT fails to pay within 28 days of the Late Payment Notice having been served, the Contractor is entitled to terminate the Agreement by serving a further written notice on the PCT.</p> <p>The PCT has the option, following receipt of a Late Payment Notice, to refer the matter to the NHS Dispute Resolution Procedure. If this happens, the Contractor cannot terminate the Agreement until either the dispute has been determined or the PCT ceases to pursue the dispute.</p>
	53B	Termination by the PCT	The guidance to the Clause is currently being drafted and will be published in due course.
	54	Termination by the PCT for Provision of Untrue or Inaccurate	The PCT may terminate this Agreement if the Contractor provides information (for the purposes of Regulations 4 and 5) which is untrue or inaccurate in a material respect.

Status	Clause/ Schedule No	Clause/ Schedule	Guidance
		Information	
	55	Termination by the PCT on the grounds of suitability	This Clause allows the PCT to terminate the Agreement in the event that the Contractor falls within the limits of Clause 55.2 at any time during the Agreement. Clause 55.2 contains a range of circumstances, including where the Contractor is the subject of a National Disqualification. It also includes circumstances where the Contractor is bankrupt or insolvent.
	55A	Termination on death	Where the Agreement is with an individual and that individual dies there are provisions for the Agreement to terminate.
	56	Termination by the PCT: Patient Safety and Material financial Loss	Clause 56 allows the PCT to terminate the agreement where a breach of the Agreement by the Contractor puts the safety of the Contractor's Patients at serious risk if the Agreement is not terminated, or if the Contractor's financial situation means that the PCT considers it is at risk of material financial loss.
	57	Termination by the PCT: Remedial Notices and Breach Notices	<p>Broadly, the PCT is entitled to issue a remedial notice to the Contractor requiring the Contractor to remedy any breaches specified in the notice, failing which the PCT may withhold or deduct monies which would otherwise be payable in respect of the obligation which is the subject of the default. If the Contractor fails to remedy the breach in accordance with the remedial notice, the PCT is entitled to terminate the Agreement on written notice.</p> <p>If the Contractor's breach is not capable of remedy, the PCT may serve a breach notice and if the Contractor repeats the breach or commits another breach resulting in a remedial notice or a further breach notice, the PCT may terminate the Agreement on written notice, provided that the PCT is satisfied that to allow the Agreement to continue would prejudice the efficiency of the Services.</p>

Status	Clause/ Schedule No	Clause/ Schedule	Guidance
	57A	Termination by the PCT: additional provisions specific to agreements with Qualifying Bodies	Clause 57A sets out circumstances (specific to a Qualifying Body) which will entitle the PCT to terminate the Agreement.
	58	Agreement Sanctions	The PCT may impose “Agreement Sanctions” on the Contractor (i.e. termination or suspension of reciprocal obligations under the Agreement or withholding monies) where it is entitled to terminate the Agreement under Clauses 54, 55, 56, 57.4, 57.6 or 57A. The PCT must be reasonably satisfied that the Agreement Sanction is appropriate and proportionate to the circumstances. Clause 58.3 sets out requirements in relation to timescales for imposing the Agreement Sanction.
	58A	Agreement Sanctions and the NHS Dispute Resolution Procedure	This mandatory Clause reflects the requirements of the Regulations. It sets out the requirements where a Contractor refers the imposition of an Agreement Sanction to the NHS Dispute Resolution Procedure and at what point the PCT can or cannot then impose the Agreement Sanction.
	59	Not Used	
	60	Termination and the Dispute Resolution Procedure	This mandatory Clause sets out the interplay between either parties’ rights to terminate the Agreement and the NHS Dispute Resolution Procedure.
	61	Consequences of Termination	Broadly, this Clause imposes obligations on the Contractor in relation to the hand over of the services to the PCT and/or a new contractor at the end of the Agreement. See also Schedule 14 in relation to the Exit Plan. PCTs will need to review this Clause in detail, together with the footnotes and the Premises Guide in order to

Status	Clause/ Schedule No	Clause/ Schedule	Guidance
			ensure that it reflects the PCT's local scheme. Particular issues to be considered will include the premises solution and whether the PCT is providing any equipment to be used in the delivery of the Services.
	62	Dispute Resolution	This Clause requires the parties to comply with Schedule 20 (Dispute Resolution) which sets out the procedure to be followed.
	63	The Employment Regulations	Schedule 18 (Staff Transfer) will apply where there is a relevant transfer (of staff) under the Employment Regulations. It is strongly recommended that this Clause, together with Schedule 18, is retained.
	64	Gifts	Clause 64 sets out the Contractor's obligations in respect of keeping a gifts register.
	65	Compliance with Legislation and Guidance	This mandatory Clause requires the Contractor to comply with all relevant legislation and guidance issued by the PCT, SHA or the Secretary of State.
	66	Survival of Terms	<p>The Clause specifies clauses in the Agreement which are to have continuing effect after the termination or expiry of the Agreement.</p> <p>It is strongly recommended that this Clause is included in all Agreements. PCTs are advised to seek legal advice in the event they wish to change or remove this Clause.</p>
	67	Entire Agreement	This is intended to protect the parties' rights in relation to the Agreement and make it clear that the Agreement supersedes previous arrangements between them.
	68	Governing Law and Jurisdiction	The English courts have exclusive jurisdiction in relation to all disputes or claims in relation to the Agreement.
	69	Waiver, Delay or Failure	This is a standard boilerplate clause intended to protect the parties' rights in relation to the Agreement.

Status	Clause/ Schedule No	Clause/ Schedule	Guidance
		Exercise Rights	
	70	Relationship Between the Parties	This is a standard boilerplate clause intended to protect the parties' rights in relation to the Agreement.
	71	Force Majeure	This includes a mutual right to terminate the Agreement in the event that a Force Majeure Event continues for a period in excess of 3 months.
	72	Severance	This is a standard boilerplate clause intended to protect the parties' rights in relation to the Agreement.
	73	Notices	This Clause does not allow notices to be sent validly by e-mail. If the PCT wishes to include e-mail as a valid means of serving notices under the Agreement, this Clause will require amendment.
	74	Not Used	
	75	Data Protection	The parties are required to comply with the Data Protection Act 1998 (the "Act") and assist each other in complying with the Act.
	76	Freedom of Information	This Clause imposes obligations on the Contractor to assist the PCT in complying with its obligations in relation to the Freedom of Information Act 2000.
	77	Confidentiality	This is a standard boilerplate clause intended to protect the parties' rights in relation to the Agreement.
	78	Inducements to Purchase	The Contractor is prohibited from offering to the PCT (or its representatives) any advantage other than a cash discount against the Charges.
	79	Advertising and NHS Branding	The Practice Premises must be clearly designated and branded as a facility at which NHS services are being provided. The Contractor must also ensure that any changes to Opening Hours are notified to the PCTs PALS service and the PCT to enable the PCT to update the NHS Choices website. The Contractor must obtain the

Status	Clause/ Schedule No	Clause/ Schedule	Guidance
			PCTs written approval of any change of name of the Practice.
	80	Sponsorship	The Contractor is prohibited from entering into any sponsorship arrangements in relation to the Practice Premises, the Services and the Agreement without the prior written consent of the PCT.
	81	Administration	This Clause refers to Schedule 11 which identifies the parties' representatives.
	82	Major Incidents	This Clause requires the parties to comply with the PCTs Major Incident Plan in the event of a Major Incident.
	83	Onward Referral to Related Parties	This Clause places obligations on the Contractor to provide quarterly data in relation to referrals and ensure that where patients are referred to organisations in which the Contractor has an interest, choice and competition are preserved. It is strongly recommended that this Clause is retained to allow PCTs to monitor referrals and preserve choice for its patients.
		Signature Page	<p>The parties must sign the Agreement where indicated. PCTs should consider the requirements of their Standing Orders and Standing Financial Instructions as to the appropriate signatories and execution clauses. If in doubt, legal advice should be sought.</p> <p>The different signature options should be removed as appropriate depending on the nature of the Contractor.</p>
	Schedule 1	Definitions	<p>Contains mandatory and non-mandatory definitions used throughout the Agreement.</p> <p>If any amendments are made to the Agreement, Schedule 1 will need to be reviewed to ensure that it remains accurate. Any changes to the defined terms should be checked to confirm they comply with the Regulations.</p>
M&NM	Schedule 2	Service Requirements	
	Part 1	General Service Delivery	Part 1 of Schedule 2 sets out non-mandatory provisions (with the exception of paragraphs 15.1 and 8.1(e)). The mandatory provisions of paragraphs 15.1 and 8.1(e) should not be removed. Paragraph 15.1 can be

Status	Clause/ Schedule No	Clause/ Schedule	Guidance
		Requirements	<p>amended as indicated by the words in square brackets.</p> <p>Part 1 sets out requirements to be placed on the Contractor which reflect dental Good Practice. However, the PCT should review Part 1 of Schedule 2 in detail to ensure that it wishes to commission all of the elements of Part 1. In particular, additional obligations placed on the Contractor in Part 1 are likely to impact upon the Contractor's bid price. Where elements are not required by the PCT, the text should be removed and the numbering preserved but the words "Not Used" put against the relevant paragraph number.</p> <p>Any amendments made to this Part 1 may have an impact on Volume 2 of the ITT, therefore PCTs are advised to review the two documents side by side to ensure that they correspond accurately. References have been inserted in the ITT to facilitate this process.</p>
		Paragraph 1 – Equity of Access	<p>As currently drafted, paragraph 1.1 sets out a basic obligation on the Contractor not to discriminate between Patients. As indicated in the footnote, additional obligations may be placed on the Contractor in relation to equity of access and in particular hard-to-reach groups.</p> <p>Further drafting which can be inserted at paragraph 1 is set out in Annex 1 to this User Guide. The PCTs may wish to select elements from the additional drafting provided at Annex 1 as appropriate to their local scheme, but there is no obligation to include this drafting. If additional drafting is included, as noted above the PCT will need to review Volume 2 of the ITT to ensure that any corresponding amendments are made.</p>
		Paragraph 11 – Patient Centred Services	Paragraph 11.2 will require completion by the PCT. It sets out an obligation on the Contractor to conduct and evaluate the results of a Patients' Satisfaction Survey. If this is required by the PCT then this will need to be completed as appropriate.
		Paragraph 15.1 – Provision of Waiting Room Accommodation	The words in square brackets may be included as deemed appropriate by PCTs. However, the wording outside the square brackets should not be amended as this reflects the requirements of the Regulations.

Status	Clause/ Schedule No	Clause/ Schedule	Guidance
	Part 2	Practice Services	
		Paragraphs 1.1 (a) and 1.1 (b)	
		Paragraphs 2.1 – 2.2 Contracted Activity and Growth for the Practice	The total number of Units of Dental Activity and any Units of Orthodontic Activity should be inserted into Table 1 by the PCT.
		Paragraphs 2.3 – 2.7	<p>The PCT should review and amend paragraphs 2.3 to 2.7 as appropriate to its local scheme. For example, if domiciliary services are not required to be provided by the Contractor, the column in Table 2 can be removed and the reference to domiciliary services in paragraph 2.4 can also be removed.</p> <p>Table 3 at paragraph 2.6 will need to be completed with the Budgeted Headcount figures. This table links directly to the Access Payment structure in paragraph 4.1 of Part 1 of Schedule 3 (Payment Mechanism). Further guidance on this is set out below.</p>
		Paragraph 3 - Access to Services	The PCT should amend paragraph 3.1 as appropriate and complete the required Opening Hours at Table 4. In addition, paragraph 3.2 contains some square brackets which will need to be completed by the PCT as appropriate. Where Non-Bookable Appointments are not required to be provided by the Contractor, the provisions in paragraphs 3.1 and 3.2 will need to be amended accordingly.
		Paragraph 4 - General	
		Paragraph 5 - Practice Services	This paragraph will need to be amended according to which services the Contractor is required to provide under the Agreement.
		Paragraph 6 – Continuity of Care and Regular	Paragraph 6.6 will need to be completed where indicated.

Status	Clause/ Schedule No	Clause/ Schedule	Guidance
		Patients	
		Paragraph 7 - Patients to whom Mandatory Services or Additional Services may be provided	
		Paragraph 8 - Patient Preference of Practitioner	
		Paragraph 9 – Violent Patients	Paragraph 9 will need to be amended in accordance with Schedule 5 of the Regulations where the Contractor is a Primary Care Trust.
		Paragraph 10 – Patients who refuse to pay NHS Charges prior to the commencement of or during treatment	
		Paragraph 11 - Irrevocable breakdown in relationship between the Contractor and a Patient	Paragraph 9 will need to be amended in accordance with Schedule 5 of the Regulations where the Contractor is a Primary Care Trust.

Status	Clause/ Schedule No	Clause/ Schedule	Guidance
	Part 3	Units of Activity	Part 3 contains mandatory provisions which are required under the Regulations and must not be removed unless indicated by square brackets, for example, where some services are not being commissioned by the PCT. In particular, paragraph 4 will need to be amended where the Agreement does not commence on 1 April in any year.
	Part 4	Service Requirements	
		Paragraph 1.1 – Mandatory Services	
		Paragraph 1.2	
		Paragraph 1.3	
		Paragraph 2 – Advanced Mandatory Services	
		Paragraph 3 – Sedation Services	This paragraph can be removed where Sedation Services are not being commissioned.
		Paragraph 4 – Domiciliary Services	This paragraph can be removed where Domiciliary Services are not being commissioned.
		Paragraph 5 – Dental Public Health Services	This paragraph can be removed where Dental Public Health Services are not being commissioned. Where they are to be provided, any payments to be made will need to be reflected in Schedule 3 (Payment Mechanism).
		Paragraph 6 – Course of	

Status	Clause/ Schedule No	Clause/ Schedule	Guidance
		Treatment	
		Paragraph 7 - Treatment plans	
		Paragraph 8 - Completion of Courses of Treatment	
		Paragraph 9 - Referrals	
		Paragraph 10 - Mixing of Services provided under this Agreement with Private Services	
		Paragraph 11 - Repair or replacement of restorations	
		Paragraph 12 - Orthodontic Services	This paragraph can be removed where Orthodontic Services are not being commissioned.
		Paragraph 13 - Orthodontic Courses of Treatment	This paragraph can be removed where Orthodontic Services are not being commissioned.
		Paragraph 14 - Orthodontic Treatment Plans	This paragraph can be removed where Orthodontic Services are not being commissioned.

Status	Clause/ Schedule No	Clause/ Schedule	Guidance
		Paragraph 15 - Monitoring Outcomes	This paragraph can be removed where Orthodontic Services are not being commissioned.
		Paragraph 16 - Completion of Orthodontic Courses of Treatment	This paragraph can be removed where Orthodontic Services are not being commissioned.
		Paragraph 17 - Referral Services	
	Part C	Further Services	There is no obligation to provide Out of Hours services pursuant to the Regulations. However, if the PCT wishes to require the Contractor to provide such services according to their local scheme, the details should be set out here.
	Part D	Prohibition – Treatment under General Anaesthesia	
		Annex 1 – Non-Bookable Appointments	This will need to be amended in accordance with the local scheme. It will be "Not Used" where the PCT does not require the Contractor to provide Non-Bookable Appointments.
		Annex 2 – Dental Care Assessment	
	Schedule 3	Payment Mechanism	<p>Introduction</p> <p>This section has been flagged as red throughout to highlight the importance of PCTs seeking legal advice prior to making any changes to the Payment Mechanism.</p> <p>PCTs will need to review Schedule 3 in detail in order to understand fully the principles of the payment mechanism under the Agreement. There are several areas where the PCT will need to complete details</p>

Status	Clause/ Schedule No	Clause/ Schedule	Guidance
			<p>according to their local requirements, as highlighted below and in the footnotes in Schedule 3 itself.</p> <p>If any amendments are required to Schedule 3 over and above the completion of details indicated in Schedule 3 or in the footnotes, PCTs are advised to take legal advice to ensure that any changes made are compliant with the Regulations and the Statement of Financial Entitlements (SFE).</p> <p>As currently drafted, Schedule 3 assumes that the Services under the Agreement will commence on 1 April. If this is not the case, PCTs will need to amend the Schedule accordingly and may consider taking legal advice in doing so. In addition, if the Contractor is required to provide Orthodontic Services under the Agreement Schedule 3 will need to be amended to reflect this as it does not currently envisage Orthodontic Services being provided.</p> <p>Finally, the footnotes throughout the Schedule, indicate the amendments that will be required if the Agreement does not start on 1 April.</p>
		Paragraph 2 - Payment Mechanism Overview	<p>Paragraph 2 provides an overview of the payment mechanism.</p> <p>In summary, the "Bid Price" (i.e. the total payment under the Agreement) is made up of three elements:</p> <ol style="list-style-type: none"> 1. Services Payment 2. Access Payment 3. Performance Payment. <p>The Services Payment must equal at least 51% of the Bid Price. The proportions of the Bid Price payable for Access and Performance can be determined by the PCT although some percentages are suggested in the table at paragraph 2.1 in square brackets.</p> <p>The Bid Price will be proposed by bidders during the procurement process. Only the total Bid Price should be proposed. It will then be for the PCT to apportion the payment values for each of the three elements according to the percentages inserted in the table in paragraph 2.1. The actual payment values will therefore be inserted once a preferred bidder has been selected and prior to contract signature.</p>

Status	Clause/ Schedule No	Clause/ Schedule	Guidance
			<p>The PCT will need to consider whether it will pay the Contractor a 'Minimum Income Guarantee' for any period of the Agreement and complete paragraph 2.2 and Annex 2 accordingly.</p> <p>The Services Payment is the <u>Negotiated Annual Agreement Value</u> under the SFE. Paragraph 2.5 clarifies the position where a Contractor exercises its right to a GDS Contract. It is expected that the <u>Negotiated Annual Contract Value</u> of a GDS Contract will not include the Access Payment or Performance Payment elements of the Bid Price.</p>
		Paragraph 3 – Services Payment	<p>The Services Payment will be paid according to the number of UDAs provided by the Contractor, in accordance with the SFE.</p> <p>The PCT will need to complete the table at paragraph 3.1 to set out the number of UDAs to be provided in each Agreement Year. This should tally with paragraph 2.1 of Part 2 of Schedule 2. If Sedation Services or Domiciliary Services are to be provided the table will need to be amended to reflect the number of Courses of Treatment to be provided in accordance with paragraph 2 of Part 2 of Schedule 2.</p>
		Paragraph 4 – Access Payment	<p>The Contractor will receive the Access Payment depending on the number of Unique Patients seen by the Contractor in each Agreement Year as against the Budgeted Headcount (i.e. the target number set by the PCT). The PCT will need to insert the Budgeted Headcount for each Agreement Year in the table at paragraph 2.6 of Part 2 of Schedule 2.</p>
		Paragraph 5 – Performance Payment	<p>The Contractor will receive the Performance Payment according to its achievement of the KPIs set out in Schedule 7 (Agreement and Performance Management). A worked example of this is set out in Annex 1 to Schedule 7.</p>
		Paragraph 6 – Additional Services	<p>This paragraph provides for payments to be made to the Contractor for additional UDAs provided and additional patients seen over and above the UDAs set out in paragraph 3.1 and the Budgeted Headcount.</p> <p>The Contractor must obtain the PCT's consent to provide additional UDAs as set out in the table at paragraph 6.2.</p> <p>The levels of UDAs to be provided should be inserted by the PCT together with the number of additional</p>

Status	Clause/ Schedule No	Clause/ Schedule	Guidance
			<p>patients to be seen in order for the Contractor to receive any payment. The Price Per Additional UDA should be included in the Bid Price proposed by the Contractor and inserted into the table at paragraph 3.1 prior to contract signature.</p> <p>Under paragraph 6.1 the Contractor will not be paid for any additional UDAs provided unless the Contractor can demonstrate that it has treated additional Patients in providing the additional UDAs. In addition, if the Contractor fails to obtain the PCT's consent to provide additional UDAs, the PCT will be under no obligation to pay for such additional UDAs (as set out in paragraph 6.4).</p>
		Paragraph 7 – Payment Distribution	<p>Paragraph 7 sets out how payments will actually be made to the Contractor and the process of reconciliation for each element of the Bid Price.</p> <p>In summary, the Contractor will be paid a fixed ('Budgeted') amount each month during each Agreement Year. At the end of each Agreement Year, the PCT will perform a reconciliation of the Budgeted payments against what the Contractor has actually delivered, in accordance with the process in paragraph 8.</p> <p>Budgeted Payments</p> <p>The Services Payment will be paid in accordance with the SFE.</p> <p>The Contractor will be paid a "Budgeted Access Payment" which the PCT will need to insert into the table at paragraph 7.3, once the Bid Price has been confirmed.</p> <p>The Contractor will receive a "Budgeted Performance Payment" based on an assumption that the Contractor will achieve a certain Performance Percentage as against the KPIs in Schedule 7 (Agreement and Performance Management). As currently drafted, paragraph 7.6 provides for suggested Performance Band B, although this can be amended by the PCT. Paragraph 7.7 then sets out the basis for the Budgeted Performance Payment in subsequent years. The PCT will need to consider which option it wishes to insert and delete the words in square brackets as appropriate.</p>

Status	Clause/ Schedule No	Clause/ Schedule	Guidance
		Paragraph 8 – Annual Reconciliation	<p>Paragraph 8 sets out two separate processes for reconciliation: one for the Services Payment; and one for the Access Payment and the Performance Payment. Reconciliation of the Services Payment will be completed in accordance with the SFE with the PCT sending the Contractor an Annual Reconciliation Report by 30th June in each Agreement Year.</p> <p>The reconciliation process for the Access Payment and Performance Payment will reconcile the Budgeted Access Payments and Budgeted Performance Payments paid to the Contractor during the relevant Agreement Year against the actual Access Payments and Performance Payments achieved by the Contractor (or the Minimum Income Guarantee, if applicable).</p>
		Paragraph 9 – Uplifts	As currently drafted, the Services Payment will be uplifted in accordance with the SFE. The PCT has discretion as to whether to apply that uplift to the Access Payment and/or the Performance Payment and paragraph 9.2 should be amended according to this local scheme.
		Paragraph 10 – Changing the Budgeted Monthly Payment / Half Year Review Meeting and Annual Reconciliation Meeting	Paragraph 10 allows the Budgeted Monthly Access Payments and/or the Budgeted Monthly Performance Payments to be changed if it is likely, following the Half Year Review and Annual Reconciliation Meeting, that the Budgeted Payments will vary by more or less than 10% from the actual payments achieved for the same Agreement Year.
		Paragraph 11 – Minimum Income Guarantee	This paragraph should only be included if the PCT is to pay the Contractor a Minimum Income Guarantee for any period.
		Paragraph 12 – Set Off	Paragraph 12 allows the PCT or the Contractor to set off payments due from that party from the other as a result of a reconciliation from any amount that is due to be paid to that party, provided it is in accordance with the SFE and that party gives the required notice under Paragraph 12.

Status	Clause/ Schedule No	Clause/ Schedule	Guidance
	Schedule 4	Staffing and Registration	Schedule 4 imposes obligations on the Contractor in relation to the Staff providing the Services. The PCT should note the footnote at paragraph 4.1(c) in relation to employment checks and make amendments to this paragraph as appropriate.
	Schedule 5	IM&T	Schedule 5 will need to be tailored to suit the particular IM&T Services provided by the Contractor under the Agreement.
		Paragraph 1 – Contractor Obligations	PCTs should review these elements and vary them according to any local requirements (provided that they are in alignment with the National Standard Contract).
		Paragraph 2 – PCT Obligations	Where the PCT is not providing any IM&T services, the table at paragraph 2.1 may be left blank. The PCT should determine what IM&T it will provide for the Contractor under this Agreement (including interfaces between the Contractor and the PCTs IT systems) and then revise the paragraph as appropriate (having regard to the footnotes).
		Paragraph 5 – Testing	Please see alternate wording for PCTs to consider where it will require some element of testing of the IM&T Services set out at Annex 2.
		Paragraph 7 – The Provision of Information	PCTs should consider if the requirement to deliver a set of written procedures setting out what the IM&T Services specifically are and how they will be delivered is necessary. This may be of more benefit where there is a significant level of IM&T Services being provided by the Contractor.
		Paragraph 11 – Clinical Information Systems and Patient Records	The PCT may wish to delay the implementation of the requirements of the sub-provisions to Paragraph 11.2 in respect of Patient Records where this is appropriate to the local circumstances for the IM&T Systems being used.

Status	Clause/ Schedule No	Clause/ Schedule	Guidance
		Paragraph 15.3 – NHS IM&T Standards	<p>Other Industry Standards which may be considered applicable by the PCT are:</p> <p>(a) British Standards:</p> <ul style="list-style-type: none"> (i) BS ISO/IEC 27002:2005 Code of Practice for Information Security Management; (ii) BS ISO/IEC 27001:2005 Information Security Management Systems; (iii) BS EN ISO 9241:2000 Ergonomic requirements for office work with visual display terminals (VDTs); and (iv) BS ISO/IEC 20000:2005 Information Technology Service Management. <p>(b) IT Industry Standards:</p> <ul style="list-style-type: none"> (i) ensuring that all Personal Data is secured in transit using the TLS (Transport Layer Security) Protocol. Where TLS cannot be utilised the use of SSL (Secure Socket Layer) Protocol may be acceptable by agreement with the PCT; (ii) utilising DICOM Version 3 (Digital Imaging & Communications in Medicine) (and all DICOM Systems must be accompanied by a DICOM Conformance Statement); (iii) utilising HL7 (Health Level Seven) and ensuring any HL7 Version 2 messages conform to HL72UKA.2 Standard; (iv) ensuring messages conform to the message definitions approved by the Information Standards Board (as referred to at www.connectingforhealth.nhs.uk); (v) adhering to W3C Accessibility Guidelines and Standards published by the World Wide Web Consortium (W3C);

Status	Clause/ Schedule No	Clause/ Schedule	Guidance
			<p>(vi) adhering to IEEE 1073 Medical Device Communication Standard (Institute of Electrical and Electronics Engineers);</p> <p>(vii) Integrating the Healthcare Enterprise (IHE) standards as required.</p>
	Schedule 6	Premises and Equipment	Schedule 6 details the requirements on the Contractor in relation to equipment used in the delivery of the Services and identifies the Practice Premises. The premises documentation is intended to be annexed at Annex 1. Paragraph 2 will require amendments to reflect the local premises solution. Equipment provided by the PCT and/or the Contractor for use in delivery of the Services, should be listed at Annexes 2 and 3.
	Schedule 7	Agreement and Performance Management	The Schedule details both the KPIs for the Performance Payment (and the PCT remedy for their breach) as well as the reporting mechanisms on both a monthly and bi-annually basis.
		Table 1 – Performance Payment	The PCT should determine weightings for the different categories of KPI here based upon the local requirements for the Agreement. The Performance Payment percentages are subject to PCT determination and may be revised provided that the three elements together add up to 100% of the Bid Price.
		Paragraph 1 – Weighting	The PCT will need to determine the length of the period (if any) for the KPIs to be relaxed before they are fully enacted. Further optional wording has been added in square brackets which relates to including an obligation on the Contractor to demonstrate that it is working towards the desired performance even if it is not required to meet the KPIs during the relaxation period,
		Paragraph 3 – Monthly Contract Management	Monthly reporting is carried out via information provided by the Contractor to the NHSDS and Paragraph 3.2 sets out further details which the PCT may request from the Contractor to better assess its performance and any issues.

Status	Clause/ Schedule No	Clause/ Schedule	Guidance
		Reporting	
		Paragraph 4 – Half Year Review and Annual Reconciliation Meetings	<p>These meetings are important in the context of the Agreement and the PCT should carefully consider the appropriate person(s) to take part in them for the PCT. Paragraph 4.4 sets out a selection of matters which could be discussed but given Paragraph 4.4 (i) this is not intended to be exhaustive.</p> <p>It is also important that PCTs note that the Half Year Review and Annual Reconciliation Meeting process <u>does not alter their statutory mid-year review obligations</u> under the provisions of paragraphs 58 and 59 of Schedule 3 to the Regulations.</p>
		Paragraph 5.3 – Contractor Self Audit	The PCT is able to audit the Contractors Performance Data in accordance with its Audit rights under Clause 39.4.
		Paragraph 6 - Remedies	The PCT should understand that whilst it is entitled to exercise the remedies set out in Table 6.1 it is not under an obligation to impose the listed sanctions unless it considers them appropriate (though it should be careful to avoid waiving actions which it may later decide to bring against the Contractor).
		Annex 1 – KPI Performance Summary	The PCT should select the appropriate KPIs from the bank provided to reflect the local requirements which it wishes to see met under the Agreement.
	Schedule 8	Change Control	Details the circumstances in which either party may request a Change (i.e. to change, reduce or add to the Services or amend the Agreement) and the consequences of this, including changes in law. This reflects the requirements of the Regulations.
	Schedule 9	Insurance	<p>Specifies the insurance the Contractor is required to have in place.</p> <p>PCTs will need to specify the required insurances in the draft Agreement issued with the ITT.</p> <p>The required details should be inserted once received from the Contractor. In particular, PCTs will need to consider the appropriate indemnity limits for each insurance taking into account the value of the Agreement</p>

Status	Clause/ Schedule No	Clause/ Schedule	Guidance
			and may need to take specialist advice in relation to this. Please refer to the Insurance Guide for further guidance.
	Schedule 10	Not Used	
	Schedule 11	Administration	Details each of the parties' representatives for the purposes of the Agreement. The PCTs and the Contractor will need to complete the relevant details.
	Schedule 12	Patient Information Leaflet	Specifies the details to be included in the Contractor's Patient Information leaflet in respect of the Services. This Schedule reflects the requirements of the Regulations.
	Schedule 13	Not Used	
	Schedule 14	Operational Management Plan	Details the tasks or activities the Contractor is required to perform during the Agreement term and on exit from the Agreement. The Contractor's Operational Management Plan should be appended to this Schedule, prior to signature of the Agreement.
	Schedule 15	Not Used	
	Schedule 16	Approved Sub-Contractors	Details of the sub-contractors approved by the PCT for non-clinical services should be inserted into the table. The PCT may also consider including details of clinical sub-contractors for clarity.
	Schedule 17	Training	Not Used.

Status	Clause/ Schedule No	Clause/ Schedule	Guidance
	Schedule 18	Staff Transfer	Please refer to the separate guidance to the use of Schedule 18 on the Dental Access website.
	Schedule 19	Contractor Parties	The relevant details will need to be completed by PCTs where indicated where the Contractor is a group of individuals.
	Schedule 20	Dispute Resolution	This Schedule must be used by PCTs as it details the dispute resolution procedure in accordance with the Regulations.

ANNEX 1

Additional Obligations for Insertion at Paragraph 1, Part 1, Schedule 2 (Service Requirements) in relation to Equity of Access

1 Equity of Access

1.1 The Contractor shall:

- (a) not discriminate between Patients on the grounds of race, gender, social class, age, religion, sexual orientation, appearance, disability, dental or medical condition;
- (b) comply with all equality legislation in the performance of the Services including any obligations to have due regard to the need to eliminate unlawful discrimination and harassment and to promote equality of opportunity;
- (c) ensure that Patients who have relevant disabilities and/or communications difficulties are able to receive the Services by implementing the relevant principles of Royal National Institute for the Blind and Royal National Institute for the Deaf guidance, as amended from time to time;
- (d) provide a dedicated telephone number for text phone users who have hearing difficulties to enable them to access the Services;
- (e) supply to all non English speaking users professional translation services during consultations and translations of materials describing procedures and dental conditions for the languages recommended by the PCT as being the most common languages spoken by Patients who are likely to use the Services [*PCT to insert details of access to any PCT commissioned translation services which will be available to the Provider*];
- (f) deliver health promotion and disease prevention activities to all Patients including those from hard-to-reach groups. The Contractor acknowledges that a hard-to-reach group shall include but not be limited to the following:
 - (i) those who do not understand written or spoken English;
 - (ii) those who cannot hear or see, or have other disabilities;
 - (iii) working single Parents;
 - (iv) asylum seekers or refugees;
 - (v) those who have no permanent address;
 - (vi) black or minority ethnic communities;
 - (vii) adolescents;
 - (viii) elderly and/or housebound people (save where Domiciliary Services do not form part of the Services);
 - (ix) those who have mental illnesses;
 - (x) those who misuse alcohol or illicit drugs;
 - (xi) those who belong to a lower socio-economic class, or who are unemployed;

- (xii) those with a phobia of dental treatment
- (xiii) those who have a significant transport barrier; and
- (xiv) armed forces personnel and their families;

[Drafting Note: PCT to amend(f) as appropriate]

- (g) subject to its obligations under the Data Protection Legislation, record and provide to the PCT such information as the PCT may reasonably require to monitor access to the Services and to fulfil its obligations under the Law, including, but not limited to, in relation to each Patient:
 - (i) their ethnic origin;
 - (ii) their first language; and
 - (iii) any special requirements they may have in accessing the Services; and
- (h) impose on any sub-contractor appointed in accordance with Clause 19 or Clause 19A of the Agreement obligations substantially similar to those imposed on the Contractor by this Paragraph 1.1.

ANNEX 2

Additional Obligations for Insertion at Paragraph 5.1, Schedule 5 (IM&T) in relation to testing of IM&T Services

- 5.1 The PCT and the Contractor shall (and the Contractor shall procure that Contractor Parties shall) carry out acceptance tests for any part of the IM&T Services in accordance with the acceptance test requirements as set out in the relevant Change documentation in order to demonstrate that the IM&T Services work as required. These test requirements will include the testing procedures required by the NHSBSA to ensure the secure and safe transmission of treatment and other data as required by the PCT to monitor this agreement.
- 5.2 Both in respect of the initial work to commence performance of the IM&T Services in accordance with this Schedule 5, and in respect of any work required to comply with any future changes which affect the IM&T Services, the Contractor, shall:
- (a) in deploying the initial systems for service launch and ongoing operations, design and implement IM&T testing processes to verify, to the satisfaction of the PCT, that the systems fulfil the requirements of this Schedule 5;
 - (b) submit to the PCT and NHSBSA:
 - (viii) notice of tests (one (1) week prior to testing commencement or as otherwise agreed between the parties);
 - (ix) testing documentation (one (1) week prior to testing commencement or as otherwise agreed between the parties);
 - (x) test results (one (1) week following completion of the acceptance tests); and
 - (xi) acceptance reports (two (2) weeks following completion of the acceptance tests); and
 - (c) where possible generate test data for the execution of tests and liaise with the PCT to access representative live systems data to support a range of service tests. The Contractor shall be responsible for the processing of live data from the PCT required to initialise testing processes.
- 5.3 The PCT will provide a person who will witness and record acceptance of tests results on its behalf.